505299585 01/28/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5346362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
POLARIS ALPHA LLC	01/25/2019

RECEIVING PARTY DATA

Name:	PARSONS CORPORATION
Street Address:	100 WEST WALNUT STREET
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91124

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	15221007
Patent Number:	7869050

CORRESPONDENCE DATA

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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.

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ATTORNEY DOCKET NUMBER:	PRSN G001	
NAME OF SUBMITTER:	MICHAEL C. MARTENSEN	
SIGNATURE:	/Michael C. Martensen, Reg. No. 46901/	
DATE SIGNED:	01/28/2019	

Total Attachments: 3

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PATENT 505299585 REEL: 048157 FRAME: 0695

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment") dated as of January 25, 2019, is made by Polaris Alpha LLC ("Assignor"), a Delaware Limited Liability Company located at 5450 Tech Center Drive, Suite 400, Colorado Springs, Colorado 80919 in favor of Parsons Corporation ("Assignee"), a Delaware Limited Liability Company located at 100 West Walnut Street, Pasadena, California 91124 (collectively the "Parties").

Whereas, Assignor owns and is the owner of the patents and patent applications set forth on <u>Schedule 1</u> (together with all patents that issue therefrom and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations, and renewals thereof, and any other patents or patent applications, whether issued or filed before, on, or after the date of this Agreement, owned by Assignor that claim priority from any of the foregoing or from which any of the foregoing claim priority, (collectively, the "Patents"), which Assignor desires to assign to Assignee;

Whereas, Assignee desires to acquire the entire right, title and interest in and to such Patents; and

Whereas Assignor wishes to continue using the Patents and inventions with respect to the business conducted by Assignee with such goods and services, and Assignee is willing to permit such use of the Patents by Assignor on the terms and conditions hereinafter set forth;

NOW THEREFORE, the Parties, as stated above in the recitals which are hereby incorporated by reference in their entirety, agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns, and agrees to assign so long as Assignor is a wholly owned subsidiary of Assignee, to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Patents"):
 - (a) all patents and patent applications including those set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee.
- 3. <u>License Back.</u> Subject to the terms and conditions of this Agreement, Assignee hereby grants to Assignor a royalty-free, non-transferable, non-sublicensable license under the Licensed Patents to make, use, offer to sell, sell, and

PATENT REEL: 048157 FRAME: 0696 import any product and perform any process or method the manufacture, use, offer for sale, sale, or performance of which by Assignor would, but for this Agreement, infringe a Licensed Patent's valid claim in a jurisdiction where such a valid claim exists.

- 4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
- 5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first written above.

Polaris Alpha, LLC

By: Name:

Title:

AGREED TO AND ACCEPTED:

Parsons Corporation

Name: Michael R. Kolloway

Title:

Senior Vice President, General Counsel

and Secretary

Parsons Corporation Patent Assignment Agreement

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
SYSTEMS AND METHODS FOR COMPARATIVE INTERFEROGRAM SPECTROMETRY	US	7869050	11 JAN 2011

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
ENTERPRISE SYPOTHESIS ORCHESTRATION	US	15/221,007	27 JUL 2016

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