505676281 09/17/2019

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/16/2016

CONVEYING PARTY DATA

Name	Execution Date
LOCKHEED MARTIN CORPORATION	09/12/2019

RECEIVING PARTY DATA

Name:	LEIDOS INNOVATIONS TECHNOLOGY, INC.	
Street Address:	11955 FREEDOM DRIVE	
City:	RESTON	
State/Country:	VIRGINIA	
Postal Code:	20190	
Name:	LOCKHEED MARTIN CORPORATION	
Name: Street Address:	LOCKHEED MARTIN CORPORATION 6801 ROCKLEDGE DRIVE	
Street Address:	6801 ROCKLEDGE DRIVE	

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	13210116
Application Number:	14157388
Application Number:	10389410
Application Number:	13045128
Application Number:	14091024
Application Number:	14553796
Application Number:	61312341

CORRESPONDENCE DATA

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PATENT

505676281 REEL: 050403 FRAME: 0506

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ATTORNEY DOCKET NUMBER:	523137US ET AL.	
NAME OF SUBMITTER:	ELLEN MURABITO	
SIGNATURE:	/ELLEN MURABITO/	
DATE SIGNED:	09/17/2019	
Total Attachments: 3		
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PATENT REEL: 050403 FRAME: 0507

PATENT ASSIGNMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment") is made nunc protunc, effective August 16, 2016 ("Effective Date") by and between Lockheed Martin Corporation, a Maryland corporation having an address of 6801 Rockledge Drive, Bethesda, Maryland 20817 ("Lockheed Martin Corporation") and Leidos Innovations Technology, Inc., (formerly Abacus Innovations Technology, Inc.) ("Leidos") a Delaware corporation having an address of 11955 Freedom Drive, Reston, VA 20190.

RECITALS

- A. In connection with the consummation of the transactions contemplated by the Separation Agreement as of January 26, 2016, by and between Lockheed Martin Corporation and Leidos Innovations Corporation (f/k/a Abacus Innovations Corporation) ("UC"), as amended (the "Separation Agreement"), Lockheed Martin Corporation and Leidos (an affiliate of UC) entered into an Intellectual Property Matters Agreement ("IPMA") on August 16, 2016 to govern the rights and obligations of the parties with respect to certain intellectual property and related matters in connection with the contemplated transactions, and agreed inter alia that the U.S. patent applications and patents therefor that are listed on the attached Schedule 1 or are corresponding, equivalent or related U.S. patents or patent applications, including divisionals and national patents resulting from the U.S. patents and patent applications, and including all rights to claim priority therefrom and obtain renewals, extensions and reissues or other extensions of legal protections pertaining thereto (collectively "the Patents") would be transferred as Jointly-Owned Intellectual Property to Lockheed Martin Corporation and Leidos.
- B. In accordance with the terms and consideration of the IPMA, Lockheed Martin Corporation wishes to assign all rights, title and interest in and to the Patents in Schedule 1 (as the "Assignor"), and Lockheed Martin Corporation and Leidos (as the "Assignees") desire to acquire all rights, title and interest in and to the Patents, whereby the Patents shall be deemed jointly owned by the parties, with each party owning an equal and undivided interest in the Patents with no right of accounting between them. Leidos shall be responsible for all filing, prosecution and maintenance fees and costs associated with the Patents.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignees agree as follows:

Assignment. The Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignees, their successors and assigns, all of Assignor's rights, title and interest in and to the Patents, and all rights to sue at law or in equity for any past, present or future infringement, misappropriation, violation or other impairment thereof, including the right to receive all proceeds and damages therefrom, the same to be held and enjoyed by the Assignees, their successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made.

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- <u>Recordation</u>. The Assignor hereby authorizes the officials of patent offices and similar or corresponding entities or agencies in any country or political subdivision throughout the world, to record and register this Patent Assignment upon request by either Assignee, its successor or assigns.
- 3. <u>Further Assurances</u>. Without limiting any party's obligations under any other agreements between the parties, from and after the date hereof, upon a party's reasonable request and at each party's own cost and expense, each party shall take such steps and actions, and provide such cooperation and assistance, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to confirm, effect, evidence or perfect the assignment of the Patents to the Assignees, or any assignee or successor thereto, including as may be necessary to record the Assignees as the owners of the Patents in any patent office or similar or corresponding entity or agency in any country or political subdivision throughout the world.
- Tax Treatment. The parties intend that, for U.S. federal income tax purposes, the
 assignment of the Patents as contemplated by this Patent Assignment be governed by
 Section 351(a) of the Internal Revenue Code of 1986, as amended.
- Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- Governing Law. This Patent Assignment shall be construed in accordance with and governed by federal law and by the laws of the State of Delaware (without regard to the choice of law provisions thereof).

IN WITNESS WHEREOF, the parties have executed this Patent Assignment effective as of the Effective Date.

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Date: <u>September 12, 2019</u>	By: Name: Kenneth R. Bastian Title: Vice President and Associate General Counsel, Environmental, Intellectual Property and Real Estate Law
Date: September 12, 2019	LEIDOS INOYATIONS TECHNOLOGY, INC.
	Name: Richard Elias
	Title: Vice President,
	Senior Assistant General Counsel
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ATTACHMENT A

PATENTS

Patent App. No.	Country	Title
13/210,116	US	FACILITATING THE GATHERING OF OPEN SOURCE INTELLIGENCE, SYSTEMS AND METHODS FOR
14/157,388	US	FACILITATING THE GATHERING OF OPEN SOURCE INTELLIGENCE, SYSTEMS AND METHODS FOR
12180647.5	EP	FACILITATING THE GATHERING OF OPEN SOURCE INTELLIGENCE, SYSTEMS AND METHODS FOR
10/389,410	US	SYSTEM AND METHOD FOR INDEXING NON- TEXTUAL DATA
13/045,128	US	SYSTEMS AND METHODS FOR OPEN SOURCE INTELLIGENCE GATHERING
14/091,024	US	SYSTEMS AND METHODS FOR OPEN SOURCE INTELLIGENCE GATHERING
14/553,796	US	SYSTEMS AND METHODS FOR OPEN SOURCE INTELLIGENCE GATHERING
61/312,341	US	SYSTEMS AND METHODS FOR OPEN SOURCE INTELLIGENCE GATHERING

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