

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Dynamics Government Systems Corporation		10/28/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Veridian Information Solutions, Inc.
Street Address:	10560 Arrowhead Drive
City:	Fairfax
State/Country:	VIRGINIA
Postal Code:	22030
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	76319563	VERITRACKS
Serial Number:	76319565	VERITRACKS
Serial Number:	76319566	VERITRACKS
Registration Number:	2765152	VERITRACKS

**CORRESPONDENCE DATA**

Fax Number: (312)840-7884  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312 222-9350  
 Email: mmurphy@jenner.com  
 Correspondent Name: Mariann R. Murphy  
 Address Line 1: One IBM Plaza  
 Address Line 2: Jenner & Block LLP  
 Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	10001-39018
NAME OF SUBMITTER:	Mariann R. Murphy

CH \$115.00 76319563

Total Attachments: 3  
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source=Assignment1#page1.tif  
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**ASSIGNMENT OF TRADEMARKS**

**THIS ASSIGNMENT OF TRADEMARKS** (this "Trademark Assignment") is entered into as of the 28<sup>th</sup> of Oct 2004 (the "Effective Date") by and between General Dynamics Government Systems Corporation, Delaware corporation ("Assignor"), and Veridian Information Solutions, Inc., a California corporation ("Assignee").

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all right, title, and interest that Assignor possesses and has the right to transfer in and to the registered trademarks and applications to register trademarks listed on Schedule A attached hereto (which is incorporated into and made a part of this Trademark Assignment), together with all of the goodwill associated with such trademarks and all rights to sue and recover for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns.

ASSIGNOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, VALIDITY, TITLE OR NON-INFRINGEMENT.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned parties have caused this Trademark Assignment to be executed as of the Effective Date.

**GENERAL DYNAMICS GOVERNMENT SYSTEMS CORPORATION**

By: *Michael W. Kauffman*  
Name: Michael W. Kauffman  
Title: Assistant Secretary

**VERIDIAN INFORMATION SOLUTIONS, INC.**

By: *Michael W. Kauffman*  
Name: Michael W. Kauffman  
Title: Vice President

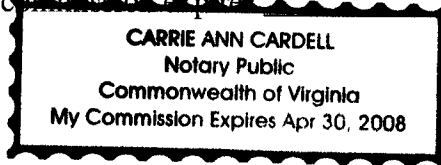
STATE OF Virginia )  
City ) SS.  
COUNTY OF Alexandria )

On this 28<sup>th</sup> day of October, there appeared before me Michael Kauffman, personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of Assignor.

WITNESS my hand and official seal.

Signature *CardeLL* (Seal)

My commission expires \_\_\_\_\_



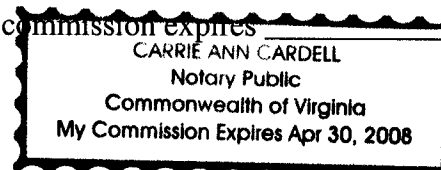
STATE OF Virginia )  
City ) SS.  
COUNTY OF Alexandria )

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WITNESS my hand and official seal.

Signature *CardeLL* (Seal)

My commission expires \_\_\_\_\_



**SCHEDULE A**

<b>TRADEMARK REGISTRATIONS</b>			
<b>Country</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Mark</b>
U.S.	2,765,152	Sep. 16, 2003	VeriTracks

<b>TRADEMARK APPLICATIONS</b>			
<b>Country</b>	<b>App. Number</b>	<b>App. Date</b>	<b>Mark</b>
U.S.	76/319,563	Oct. 1, 2001	VeriTracks
U.S.	76/319,565	Oct. 1, 2001	VeriTracks
U.S.	76/319,566	Oct. 1, 2001	VeriTracks
Canada	1,135,480	Mar. 27, 2002	VeriTracks