

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sotera Engineered Solutions, LLC		06/26/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Sotera Defense Solutions Solutions, Inc.		
Street Address:	2121 Cooperative Way		
Internal Address:	Suite 400		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20171-5393		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75410371	SFA	
Serial Number:	77510292	RESOURCENET	
Serial Number:	77508899	WATCHIT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617 305-2109		
Email:	charles.mclaurin@hklaw.com		
Correspondent Name:	Charles McLaurin		
Address Line 1:	10 St. James Avenue		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	122719/00007		
NAME OF SUBMITTER:	Charles McLaurin		
SIGNATURE:	/Charles McLaurin/		
DATE SIGNED:	07/08/2014		
Total Attachments: 3			

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ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS (the "Agreement"), dated as of June 26, 2014, is made and entered into by SOTERA ENGINEERED SOLUTIONS, LLC, a Delaware limited liability company ("Assignor") in favor of SOTERA DEFENSE SOLUTIONS, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignee owns 100% of the capital stock of Assignor;

WHEREAS, Assignor is owner of all right, title and interest in and to the Trademark Properties listed on Schedule 1 attached hereto (collectively, the "Trademark Properties"); and

WHEREAS, subject to the terms and conditions of this Agreement, Assignee desires to assign, and Assignor desires to receive an assignment of, all of Assignor's right, title and interest in and to the Trademark Properties and the parties desire to evidence, as a matter of record and by this Agreement, the assignment and transfer to Assignee of all of Assignor's right, title and interest in and to the Trademark Properties.

NOW, THEREFORE, for \$100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers and sets over to (collectively, the "Assignment") Assignee Assignor's entire right, title and interest in and to the Trademark Properties and all rights to causes of action and remedies related to the Trademark Properties (including, without limitation, the right to sue for past, present or future infringement of rights related to the foregoing) and any and all other rights and interests arising out of, in connection with, or in relation to the Trademark Properties.
2. Representations and Warranties. Assignor expressly represents and warrants to Assignee, as of the date hereof and immediately prior to the effectiveness of the Assignment, that:
(a) Assignor owns all right, title and interest in and to the Trademark Properties free and clear of any lien, encumbrance, pledge, mortgage, charge or security interest of any kind, and no third party other than Assignor has any right, title or interest in and to the Trademark Properties including any license thereof; (b) Assignor has taken no action which adversely affects, or which could adversely affect, Assignee's rights under this Agreement and Assignee's right, title and interest in and to the Trademark Properties; and (c) Assignor has the corporate power and authority and the legal right to execute and deliver this Agreement, to perform its obligations hereunder, and to Assign the Trademark Properties and all other rights transferred hereunder.
3. Further Assurances; Appointment as Attorney-in-Fact. Upon request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper, desirable, or appropriate to confirm Assignee's right, title and interest in and to the Trademark Properties and to otherwise effectuate the Assignment or the recordation of the Assignment with the United States Patent and Trademark Office. In the event Assignor does not comply with Assignee's request within five (5) business days

or sooner if needed, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact to perform as requested in the name of and on behalf of Assignor.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to its principles or rules regarding conflict of laws.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the date first written above.

SOTERA ENGINEERED SOLUTIONS, LLC,
a Delaware limited liability company

By : Jesse D. Watters, III
Name: Jesse D. Watters, III
Title: Senior Vice President, General Counsel
and Secretary

SCHEDULE 1

Registered Trademarks

Mark	App. Ser. No.	Reg. No.	Filing Date	Issue Date
SFA	75410371	2217374	December 23, 1997	January 12, 1999
RESCOURCENET	77510292	3572168	June 27, 2008	February 10, 2009
WATCHIT	77508899	3622016	June 26, 2008	May 19, 2009