

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448917

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Targa Electronics Systems, Inc.		10/11/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	L3 Targa Systems, Inc.		
<b>Street Address:</b>	2081 Merivale Road		
<b>City:</b>	Ottawa, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K2G 1G9		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2637946	TARGA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153939887		
<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>			
<b>Phone:</b>	415.954.0200		
<b>Email:</b>	trademark@squirepb.com		
<b>Correspondent Name:</b>	Allyson M. Madrid		
<b>Address Line 1:</b>	Squire Patton Boggs (US) LLP		
<b>Address Line 2:</b>	275 Battery Street, Suite 2600		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	043010.00280		
<b>NAME OF SUBMITTER:</b>	Allyson M. Madrid		
<b>SIGNATURE:</b>	/Allyson M. Madrid/		
<b>DATE SIGNED:</b>	10/27/2017		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is effective as of October 11, 2017 (the "Effective Date") by and between Targa Electronics Systems Inc., a Canadian corporation, with a business address of 2081 Merivale Road, Suite 200, Nepean, Ontario K2G 1G9, Canada ("Assignor"), and L3 Targa Systems, a Canadian corporation, with a business address of 2081 Merivale Road, Ottawa Ontario K2G 1G9 ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignor is the owner of the trademarks and associated registrations listed in Exhibit A (the "Marks").

**WHEREAS**, Assignee is desirous of acquiring all of Assignor's rights, title and interest in and to the Marks, including any and all goodwill relating thereto, in the jurisdictions listed in Exhibit A (the "Territory").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Assignment.** Assignor hereby sells, assigns, transfers and conveys to Assignee, absolutely and in perpetuity, all of Assignor's entire right, title, and interest in and to the Marks in the Territory, together with all of the goodwill associated therewith, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors and assigns.
- 2. Assignor's Name.** The Parties agree that Assignor uses the Marks in its corporate name and business of Targa Electronics Systems Inc. and an affiliate of the Assignors uses the Mark in its corporate name and business of Targa Group Inc. and such uses also include but are not limited to: (a) directory listings; (b) business cards; (c) internet addresses; and (d) contracts, agreements and other documents; and nothing in this Agreement shall prevent and/or lessen the use of the Marks by the Assignor and its affiliates and such continued use shall not be considered use of the Marks or an infringement of Assignee's rights in the Marks so long as Assignor and/or its affiliates do not use the Marks as a trademark. Assignor shall have no right to assert its use of the Marks in its business as the basis for a claim against Assignee for infringement or otherwise. This section shall survive the completion of the assignment of the Marks.
- 3. Further Assurances.** Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement and agrees, at the request of Assignee or its successors in interest, to do all lawful acts that may be required for obtaining and enforcing the rights in the Marks and to otherwise aid assignee or its successors in interest in enforcing the rights in the Marks, all at the expense of Assignee or its successors in interest.
- 4. Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona applicable to agreements made and to be performed entirely within such state, but excluding the conflicts of laws principles thereof.

5. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

[Signature page to follow]

**ASSIGNOR**

Targa Electronics Systems Inc.

Signature

Print Name

Date

**ASSIGNEE**

L3 Targa Systems

Signature

Print Name

Date

EXHIBIT A

MARKS

MARK	COUNTRY	REG. NUMBER
TARGA	United States	2637946
TARGA	Canada	TMA328363

010-8505-4169/3/AMERICAS