

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kratos Defense & Security Solutions, Inc.		03/03/2010	CORPORATION: DELAWARE
Haverstick Government Solutions, Inc.		03/03/2010	CORPORATION: OHIO
Haverstick Consulting, Inc.		03/03/2010	CORPORATION: INDIANA
JMA Associates, Inc.		03/03/2010	CORPORATION: DELAWARE
Summit Research Corporation		03/03/2010	CORPORATION: ALABAMA
SYS		03/03/2010	CORPORATION: CALIFORNIA
AI Metrix, Inc.		03/03/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Keybank National Association, as agent
Street Address:	One Embarcadero Center, Ste. 1100
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	National Association:

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2811184	H HAVERSTICK CONSULTING
Registration Number:	2878655	
Registration Number:	2932023	HAVERSTICK
Registration Number:	2932039	HAVERSTICK GOVERNMENT SOLUTIONS
Registration Number:	3623711	KRATOS
Registration Number:	3715806	KRATOS DEFENSE & SECURITY SOLUTIONS
Registration Number:	3664225	KRATOS DEFENSE & SECURITY SOLUTIONS
Registration Number:	3592181	KRATOS DEFENSE & SECURITY SOLUTIONS

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Registration Number:	3592182	KRATOS DEFENSE & SECURITY SOLUTIONS
Serial Number:	77248436	KRATOS DEFENSE & SECURITY SOLUTIONS
Registration Number:	3627791	KRATOS DEFENSE & SECURITY SOLUTIONS
Registration Number:	3640405	KRATOS
Registration Number:	3623755	FROM STRENGTH TO SUCCESS
Registration Number:	3640404	KRATOS DEFENSE
Registration Number:	2987569	HOTSHEET
Registration Number:	3158527	SENSORWORX
Registration Number:	2919772	VIGILYS
Registration Number:	2944754	BATTGUARD
Registration Number:	2773907	GRAVITON
Registration Number:	2270271	LOGIC INNOVATIONS
Registration Number:	3170480	
Registration Number:	3170447	NEURALSTAR
Registration Number:	2867365	DOPPLER VUE
Registration Number:	2799060	XIS

CORRESPONDENCE DATA

Fax Number: (312)258-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	33227-0034
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	03/17/2010

Total Attachments: 7
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 3, 2010 (as amended, restated, amended and restated, or otherwise modified, the “Trademark Security Agreement”), among **KRATOS DEFENSE & SECURITY SOLUTIONS, INC.**, a Delaware corporation (“Kratos”), **HAVERSTICK GOVERNMENT SOLUTIONS, INC.**, an Ohio corporation (“HGSI”), **HAVERSTICK CONSULTING, INC.**, an Indiana corporation (“HCI”), **JMA ASSOCIATES, INC.**, a Delaware corporation (“JMA”), **SUMMIT RESEARCH CORPORATION**, an Alabama corporation (“SRC”), **SYS**, a California corporation (“SYS”), **POLEXIS, INC.**, a California corporation (“Polexis”), **AI METRIX, INC.**, a Delaware corporation (“AI” and together with Kratos, HGSI, HCI, JMA, SRC, SYS and Polexis, being each a “Grantor” and collectively, the “Grantors”) and **KEYBANK NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, Grantors are party to the Pledge and Security Agreement dated as of March 3, 2010 (as amended, restated, amended and restated, or otherwise modified, the “Pledge and Security Agreement”) among Grantors, the other grantors party thereto and the Administrative Agent, and pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein without definition shall have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all United States, state, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing,

(iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

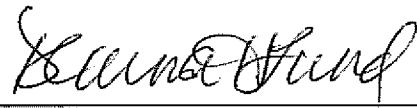
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

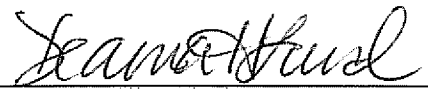
**KRATOS DEFENSE & SECURITY
SOLUTIONS, INC.,**
as a Grantor

By: 
Name: Deanna H. Lund
Title: Executive Vice President & CFO

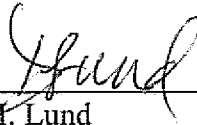
**HVERSTICK GOVERNMENT SOLUTIONS,
INC.,**
as a Grantor

By: 
Name: Deanna H. Lund
Title: Senior Vice President & CFO

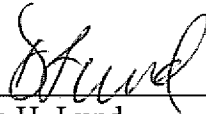
HVERSTICK CONSULTING, INC.,
as a Grantor

By: 
Name: Deanna H. Lund
Title: Senior Vice President & CFO

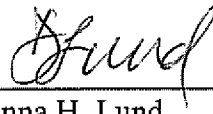
SYS,
as a Grantor

By: 
Name: Deanna H. Lund
Title: Senior Vice President & CFO


POLEXIS INC.,
as a Grantor

By: 
Name: Deanna H. Lund
Title: Senior Vice President & CFO


AI METRIX, INC.,
as a Grantor

By: 
Name: Deanna H. Lund
Title: Senior Vice President & CFO

SUMMIT RESEARCH CORPORATION,
as a Grantor

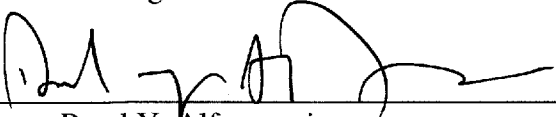
By: 
Name: Deanna H. Lund
Title: Senior Vice President & CFO

JMA ASSOCIATES, INC.,
as a Grantor

By: 
Name: Deanna H. Lund
Title: Senior Vice President & CFO

Accepted and Agreed:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Raed Y. Alfayoumi
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademark	Registration Number	Serial Number	Registration Date	Filing Date
HCI	H HAVERSTICK CONSULTING (and Design)	2811184		2/3/04	7/18/01
HCI	H (Design only)	2878655		8/31/04	4/16/01
HCI	HAVERSTICK	2932023		3/8/05	4/16/01
HGSI	HAVERSTICK GOVERNMENT SOLUTIONS (Block letters)	2932039		3/8/05	10/1/03
Kratos	KRATOS	3623711		5/19/09	8/6/07
Kratos	KRATOS DEFENSE & SECURITY SOLUTIONS	3715806		11/24/09	8/6/07
Kratos	KRATOS DEFENSE & SECURITY SOLUTIONS	3664225	77-248436	8/4/09	8/6/07
Kratos	KRATOS DEFENSE & SECURITY SOLUTIONS	3592181		3/17/09	8/6/07
Kratos	KRATOS DEFENSE & SECURITY SOLUTIONS	3592182		3/17/09	8/6/07
Kratos	KRATOS DEFENSE & SECURITY SOLUTIONS		77/248,436		8/6/07
Kratos	KRATOS DEFENSE & SECURITY SOLUTIONS and Design	3627791		5/26/09	8/29/07
Kratos	KRATOS and Design	3640405		6/16/09	8/29/07

Grantor	Trademark	Registration Number	Serial Number	Registration Date	Filing Date
Kratos	FROM STRENGTH TO SUCCESS	3623755		5/19/09	8/29/07
Kratos	KRATOS DEFENSE	3640404		6/16/09	8/29/07
Kratos	HOTSHEET COUNTRY	2987569		8/23/05	
SYS	SENSORWORX	3158527		10/17/06	11/29/05
SYS	VIGILYS	2919772		1/18/05	8/26/02
SYS	BATTGUARD	2944754		4/26/05	2/28/02
SYS	GRAVITON	2773907		10/14/03	3/13/01
SYS	LOGIC INNOVATIONS	2270271		8/17/99	10/6/97
AI	[Star Design]	3170480		11/14/06	11/4/05
AI	NEURALSTAR	3170447		11/14/06	5/20/05
AI	DOPPLER VUE	2867365		7/24/04	5/23/02
Polexis	XIS	2799060		12/23/03	9/11/00
SRC	SUMMIT RESEARCH CORPORATION	TN92022801 (New Mexico State Registration)		2/28/92	

TRADEMARK LICENSES

- (1) JMA Associates, Inc. d/b/a TLA Associates, Inc. has a license to use the tradename "TLA Associates" from VISTA Information Technologies, Inc., a Delaware corporation pursuant to a Tradename License Agreement dated March 2000.

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