

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
General Atomics Aeronautical Systems, Inc.		04/16/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of the West
Street Address:	1280 4th Avenue
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3495039	AVENGER
Registration Number:	3227478	SKY WARRIOR
Registration Number:	3196543	
Registration Number:	3477937	FALCONSTRIKE
Registration Number:	3370151	POUNCER
Registration Number:	2913126	CLAW
Registration Number:	3016205	MARINER
Registration Number:	2990737	UAV.COM
Registration Number:	2779962	ALTAIR
Registration Number:	2342885	I-GNAT
Registration Number:	2538487	LYNX
Registration Number:	2325332	AERONAUTICAL SYSTEMS
Registration Number:	2288134	PROWLER
Registration Number:	2309587	GNAT

CH \$415.00 3495039

Registration Number:	2122105	ALTUS
Registration Number:	1559734	PREDATOR

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: dpung@mofo.com
 Correspondent Name: Rosemary S. Tarlton
 Address Line 1: Morrison & Foerster LLP, 425 Market St.
 Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	7427-956
NAME OF SUBMITTER:	Rosemary S. Tarlton
Signature:	/Rosemary S. Tarlton/
Date:	04/22/2010

Total Attachments: 6
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SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (this "Supplemental Trademark Agreement") is made and dated as of the 16th day of April, 2010, by and between GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC., a Delaware corporation (the "Borrower"), and BANK OF THE WEST, in its capacity as administrative agent to the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

RECITALS

A. Pursuant to that certain Credit Agreement dated as of even date herewith by and among the Borrower, the Administrative Agent, the Lenders from time to time party thereto and the L/C Issuing Bank (the "Credit Agreement," and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement) the Lenders and the L/C Issuing Bank (the "Credit Providers") agreed to extend credit to the Borrower on the terms and subject to the conditions set forth therein. As a condition to the effectiveness of the Credit Agreement, the Borrower and the Administrative Agent entered into the Borrower Security Agreement (the "Security Agreement"), pursuant to which the Borrower has granted to the Administrative Agent on behalf of the Credit Providers a security interest in certain assets of Borrower, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Borrower or used in Borrower's business.

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the United States Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. Borrower hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of Borrower's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and other source, product and business identifiers pertaining to the products, services and business of Borrower, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Administrative Agent;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising rights (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising rights (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or the Administrative Agent for past, present and future infringements of any of the foregoing; and

(j) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, Borrower hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Borrower which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Administrative Agent in writing of any additional trademarks registered with the PTO of which Borrower becomes the owner and to amend Schedule I accordingly.

3. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Administrative Agent under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Borrower continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the Obligations, the rights of the Administrative Agent under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

4. Relationship to Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Loan Documents and the Administrative Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Collateral. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.

[Signature Page Following]

EXECUTED as of the day and year first above written.

GENERAL ATOMICS AERONAUTICAL SYSTEMS,
INC., a Delaware corporation

By: *A. G. WAWANA*
Name: A. G. WAWANA
Title: Treasurer

BANK OF THE WEST, as Administrative Agent

By: *Alyssa Pearson*
Alyssa Pearson, Vice President

[Acknowledgements Attached]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 4/15/10 before me, Jennifer R. Lear, Notary Public,
Date Here Insert Name and Title of the Officer.

personally appeared Anthony G Navarra
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer R Lear
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

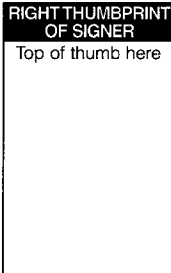
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

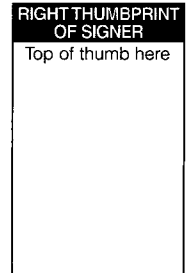
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

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Date Here Insert Name and Title of the Officer

personally appeared Alyssa Pearson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer R. Lear
Signature of Notary Public



Place Notary Seal Above

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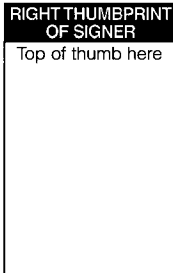
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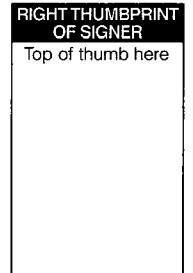
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE 1
TO SUPPLEMENTAL SECURITY AGREEMENT
(TRADEMARKS)

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
"Avenger"	09/02/08	3,495,039
"Sky Warrior"	04/10/07	3,227,478
"Lynx (Logo)"	01/09/07	3,196,543
"Falconstrike"	07/29/08	3,477,937
"Pouncer"	01/15/08	3,370,151
"Claw"	12/21/04	2,913,126
"Mariner"	11/15/05	3,016,205
UAV.COM	08/30/05	2,990,737
"Altair"	11/04/03	2,779,962
"I-Gnat"	4/18/00	2,342,885
"Lynx"	02/12/02	2,538,487
"Aeronautical Systems"	3/7/00	2,325,332
"Prowler"	10/19/99	2,288,134
"Gnat"	1/18/00	2,309,587
"Altus"	12/16/97	2,122,105
"Predator"	10/10/89	1,559,734