

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.		07/12/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of the West
Street Address:	300 South Grand Avenue
Internal Address:	5th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4228817	MQ-9 REAPER
Registration Number:	4228816	REAPER
Registration Number:	4096072	GRAY EAGLE
Registration Number:	3495039	AVENGER
Registration Number:	3477937	FALCONSTRIKE
Registration Number:	3370151	POUNCER
Registration Number:	3227478	SKY WARRIOR
Registration Number:	3196543	
Registration Number:	3016205	MARINER
Registration Number:	2913126	CLAW
Registration Number:	2538487	LYNX
Registration Number:	2342885	I-GNAT
Registration Number:	2325332	AERONAUTICAL SYSTEMS

CH \$440.00 4228817

Registration Number:	2309587	GNAT
Registration Number:	2288134	PROWLER
Registration Number:	2122105	ALTUS
Registration Number:	1559734	PREDATOR

CORRESPONDENCE DATA

Fax Number: 4152687522
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (415) 268-7000
Email: JTaylor@mofo.com, ksamia@mofo.com, lsimpson@mofo.com
Correspondent Name: Jennifer Lee Taylor
Address Line 1: Morrison & Foerster LLP
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	07427-956
NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/JLT2/
Date:	07/18/2013

Total Attachments: 6
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FIRST AMENDMENT TO SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks)

THIS FIRST AMENDMENT TO SUPPLEMENTAL SECURITY AGREEMENT (the "First Amendment") is made and dated as of the 12th day of July, 2013 (the "First Amendment Effective Date") 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 April 16, 2010 by and among the Borrower, Administrative Agent, the Lenders from time to time party thereto, the L/C Issuing Bank and the Swing Line Lender (as amended, extended and replaced from time to time, the "Credit Agreement," and with capitalized terms not otherwise defined herein used with the meanings given such terms in the Credit Agreement), the Lenders, the L/C Issuing Bank and the Swing Line Lender (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 Borrower and the Administrative Agent supplemented the Security Agreement (the "Supplemental Trademark Agreement") as it relates to certain of such intellectual property consisting generally of trademarks, thereby creating a document appropriate for recordation in the United States Patent and Trademark Office of the United States.

C. The Borrower and the Administrative Agent have agreed to amend the Supplemental Trademark Agreement in certain respects as set forth herein.

NOW, THEREFORE, in consideration of the foregoing 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. Replacement of Schedule 1 to Supplemental Trademark Agreement. Effective as of the First Amendment Effective Date Schedule 1 to Supplemental Trademark Agreement shall automatically be deemed amended and replaced in its entirety by Replacement Schedule 1 attached hereto.

2. No Other Amendment. Except as expressly amended hereby, the Supplemental Trademark Agreement shall remain in full force and effect as written.

3. Counterparts. This Supplemental Patent Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

EXECUTED as of the day and year first above written.

GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC., a
Delaware corporation

By: *[Signature]*
Name: *A. G. MAURER*
Title: *Treasurer*

BANK OF THE WEST, as Administrative Agent

By: _____
Karen Dubnansky, Vice President

[Acknowledgements Attached]

EXECUTED as of the day and year first above written.

GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

BANK OF THE WEST, as Administrative Agent

By: Karen Dubnansky
Karen Dubnansky, Vice President

[Acknowledgements Attached]

REPLACEMENT SCHEDULE 1
TO SUPPLEMENTAL SECURITY AGREEMENT
(TRADEMARKS)

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
"MQ-9 Reaper"	10/23/12	4,228,817
"Reaper"	10/23/12	4,228,816
"Gray Eagle"	02/07/12	4,096,072
"Avenger"	09/02/08	3,495,039
"Falconstrike"	07/29/08	3,477,937
"Pouncer"	01/15/08	3,370,151
"Sky Warrior"	04/10/07	3,227,478
"Lynx (Logo)"	01/09/07	3,196,543
"Mariner"	11/15/05	3,016,205
"Claw"	12/21/04	2,913,126
"Lynx"	02/12/02	2,538,487
"I-Gnat"	04/18/00	2,342,885
"Aeronautical Systems"	03/07/00	2,325,332
"Gnat"	01/18/00	2,309,587
"Prowler"	10/19/99	2,288,134
"Altus"	12/16/97	2,122,105
"Predator"	10/10/89	1,559,734

ALL-PURPOSE ACKNOWLEDGMENT

State of California

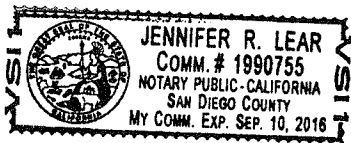
County of San Diego } SS.

On 7/12/13, before me, Jennifer R. Lear, Notary Public,

personally appeared Anthony G. Navarra, 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.

Jennifer R. Lear
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

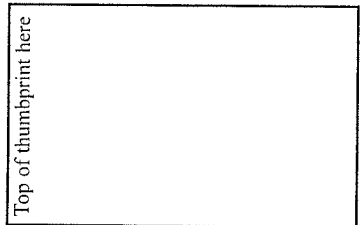
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

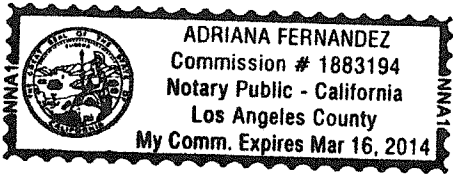
State of California

County of Los Angeles }

On July 11, 2013 before me, Adriana Fernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Karen Dobnansky
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: [Signature]
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: _____ Signer's Name: _____

- | | |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Signer Is Representing: _____ Signer Is Representing: _____