

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camber Corporation		02/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	CIB DMO WLO, Mail Code NY1-C4A3, 4CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2344320	CAMBER	
Registration Number:	2382057	RADAR TOOLKIT	
Registration Number:	2891328	BATTLEVISION	
Registration Number:	2891327	RCAST	
Registration Number:	3839701	CAMBER	
Registration Number:	3839700	CAMBER	
Registration Number:	3839702	CAMBER CUSTOMER FOCUSED, EMPLOYEE DRIVEN	
Registration Number:	3915694	SPEAR	
Registration Number:	3915695	SPEAR	
Registration Number:	3151768	I2S	
Registration Number:	3151767	I2S	
Registration Number:	3185490	I2S	
Registration Number:	3134921	I2S	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		

OP \$340.00 2344320

Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F168498

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED: 02/17/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

February 17, 2017

WHEREAS, Camber Corporation, a Delaware corporation (herein referred to as the “**Grantor**”), owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, HUNTINGTON INGALLS INDUSTRIES, INC. (the “**Borrower**”), the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent and an Issuing Bank, and Bank of America, N.A., Wells Fargo Bank, National Association, US Bank National Association, The Bank of Nova Scotia, and Mizuho Bank, Ltd., each an Issuing Bank, are parties to a Second Amended and Restated Credit Agreement dated as of July 13, 2015 (originally dated as of March 11, 2011 and amended as of March 23, 2011 and as of February 16, 2012, and amended and restated as of November 6, 2013, as further amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) an Amended and Restated Guarantee and Security Agreement dated as of July 13, 2015 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, for the benefit of the Secured Parties, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto under which a Trademark registered with the United States Patent and Trademark Office (including a Trademark that is subject to a pending application for registration) is exclusively licensed to the Grantor, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License under which exclusive rights are granted to the Grantor, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all Proceeds of the foregoing.

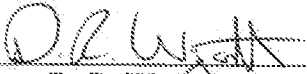
The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee for the benefit of the Secured Parties pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Terms defined in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

CAMBER CORPORATION

By: 
Name: D. R. Wyatt
Title: Treasurer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Robert P. Kellas
Title: Executive Director

[Signature page to Trademark Security Agreement -- Camber]

TRADEMARK
REEL: 005992 FRAME: 0257

**Schedule 1
to Trademark
Security Agreement**

CAMBER CORPORATION

U.S. TRADEMARK REGISTRATIONS

Serial No.	Filed	Mark	Registration No.	Date Registered
75/312,646	June 23, 1997	CAMBER (Block Letters)	2,344,320	April 25, 2000
75/287,821	May 7, 1997	RADAR TOOLKIT (Block Letters)	2,382,057	September 5, 2000
78/290,469	August 21, 2003	BATTLEVISION (Block Letters)	2,891,328	October 5, 2004
78/290,448	August 21, 2003	RCAST (Block Letters)	2,891,327	October 5, 2004
77/500,741	June 17, 2008		3,839,701	August 31, 2010
77/500,736	June 17, 2008		3,839,700	August 31, 2010
77/500,813	June 17, 2008		3,839,702	August 31, 2010
77/879,460	November 24, 2009	SPEAR (Block Letters)	3,915,694	February 8, 2011
77/879,474	November 24, 2009	<u>SPAR</u>	3,915,695	February 8, 2011
78/439,827	June 23, 2004		3,151,768	October 3, 2006
78/439,826	June 23, 2004	i2S (Block Letters)	3,151,767	October 3, 2006
78/439,817	June 23, 2004	i2S (Block Letters)	3,185,490	December 19, 2006

78/439,814	June 23, 2004		3,134,921	August 29, 2006
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U.S. TRADEMARK APPLICATIONS

TRADEMARK

REG. NO.

REG. DATE

**TRADEMARK LICENSES (INFORMATION REGARDING REGISTERED
TRADEMARKS SHOULD BE INCLUDED)**

Name of
Agreement

Parties
Licensor/Licensee

Date of
Agreement

Subject
Matter