

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452931

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KRATOS DEFENSE & SECURITY SOLUTIONS, INC.		11/20/2017	Corporation: DELAWARE
AI METRIX, INC.		11/20/2017	Corporation: DELAWARE
CHARLESTON MARINE CONTAINERS, INC.		11/20/2017	Corporation: DELAWARE
GENERAL MICROWAVE CORPORATION		11/20/2017	Corporation: NEW YORK
HENRY BROS. ELECTRONICS, INC. (DE)		11/20/2017	Corporation: DELAWARE
KRATOS COMMUNICATIONS, INC.		11/20/2017	Corporation: DELAWARE
KRATOS INTEGRAL HOLDINGS, LLC		11/20/2017	Limited Liability Company: MARYLAND
KRATOS TECHNOLOGY & TRAINING SOLUTIONS, INC.		11/20/2017	Corporation: CALIFORNIA
KRATOS UNMANNED AERIAL SYSTEMS, INC.		11/20/2017	Corporation: CALIFORNIA
MICRO SYSTEMS, INC.		11/20/2017	Corporation: FLORIDA
SAT CORPORATION		11/20/2017	Corporation: DELAWARE
SECUREINFO CORPORATION		11/20/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402-1544
Entity Type:	NATIONAL ASSOCIATION: DELAWARE

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	3623711	KRATOS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3715806	KRATOS DEFENSE & SECURITY SOLUTIONS
Registration Number:	3664225	KRATOS DEFENSE & SECURITY SOLUTIONS
Registration Number:	3785199	KRATOS DEFENSE & SECURITY SOLUTIONS
Registration Number:	3592181	KRATOS DEFENSE & SECURITY SOLUTIONS
Registration Number:	3592182	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:	3983805	KRATOS
Registration Number:	4269259	KRATOS INTEGRAL SYSTEMS INTERNATIONAL
Registration Number:	4898840	CYBERC4
Registration Number:	4337948	LUMISTAR
Registration Number:	4474718	EPOCH
Registration Number:	4477628	EPOCH IPS
Registration Number:	4477629	EPOCH T&C
Registration Number:	4765022	QUANTUMCMD
Registration Number:	4863590	QUANTUM COMMAND
Registration Number:	4765070	SPECTRALNET
Registration Number:	2970216	SECUREINFO
Registration Number:	3494758	SECUREINFO RMS
Registration Number:	3494757	SECUREINFO THE INFORMATION ASSURANCE EXP
Registration Number:	3123564	TRICOLD
Registration Number:	2854549	LSA
Registration Number:	3103708	HBE
Registration Number:	4285247	HBE
Registration Number:	4442102	COMPASS
Registration Number:	2718505	SATID
Registration Number:	2408731	ABE
Registration Number:	4034045	RT LOGIC AN INTEGRAL SYSTEMS COMPANY
Registration Number:	5240617	RT LOGIC
Registration Number:	4185208	RT LOGIC
Registration Number:	2603866	TELEMETRIX
Registration Number:	3993807	WEBIC
Registration Number:	4034314	INTEGRAL SYSTEMS
Registration Number:	4059075	TRUENORTH
Registration Number:	2673042	MONICS
Registration Number:	3597999	SAT-DSA

Property Type	Number	Word Mark
Registration Number:	2727623	SIGMON
Registration Number:	4342498	CEI
Registration Number:	4566219	CEI
Registration Number:	4446261	CEI
Registration Number:	4357228	COMPOSITE ENGINEERING INC.
Registration Number:	2867365	DOPPLER VUE
Registration Number:	3170480	
Registration Number:	3170447	NEURALSTAR
Serial Number:	86790953	M-PAK
Serial Number:	86790988	M-PAK DRIVERLESS TECHNOLOGY
Serial Number:	86969817	WOLF-PAK
Serial Number:	86969692	AIR, LAND, AND SEA WOLF-PAK SWARMING TEC
Registration Number:	1883355	RF RADIATION BADGE
Registration Number:	1313267	RAHAM
Registration Number:	787130	GENERAL MICROWAVE
Registration Number:	2328161	NEWPOINT
Registration Number:	2325495	NEWPOINT COMPASS
Registration Number:	2328160	NEWPOINT

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

Phone: (212) 455-2582

Email: ksolomon@stblaw.com

Correspondent Name: LAWRENCE HUANG, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/2555
NAME OF SUBMITTER:	Lawrence Huang
SIGNATURE:	/LH/
DATE SIGNED:	12/01/2017

Total Attachments: 12

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of November 20, 2017, by the undersigned (collectively, the “Grantors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, a Delaware National Association, located at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402-1544, as Collateral Agent (the “Collateral Agent”), for the benefit of the holders of the Secured Obligations.

W I T N E S S E T H :

WHEREAS, reference is made to that certain Security Agreement, dated as of November 20, 2017 (including all annexes or exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among KRATOS DEFENSE & SECURITY SOLUTIONS, INC., a Delaware corporation, the other Grantors from time to time party thereto, and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, Grantors are required to execute and deliver to the Collateral Agent this Trademark Security Agreement for the benefit of the holders of the Secured Obligations;

WHEREAS, Grantors have duly authorized the execution, delivery and performance of this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grant to the Collateral Agent, for the benefit of the holders of the Secured Obligations, a security interest in and continuing lien on all of each Grantor’s right, title and interest in, to and under any Trademarks (collectively, the “Trademark Collateral”), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any trademark applications filed on an intent-to-use basis in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable law.

SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation of the security interests granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations on behalf of itself and the other Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the security interests granted hereby shall be automatically released in accordance with the provisions listed in Section 29 of the Security Agreement.

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 LAW OF THE STATE OF NEW YORK.

Notwithstanding anything to the contrary contained in this Trademark Security Agreement, the liens and security interests (and priority of such liens and security interests) granted to the Collateral Agent in any Collateral that constitutes Credit Facility Priority Collateral (as defined in the Intercreditor Agreement) pursuant to this Trademark Security Agreement and the exercise of any right or remedy against the Credit Facility Priority Collateral by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.


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IN WITNESS WHEREOF, Grantors have 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.

By: 
Name: *Deanna H. Lund*
Title: *EVP, CFO*

AI METRIX, INC.
CHARLESTON MARINE CONTAINERS, INC.
GENERAL MICROWAVE CORPORATION
HENRY BROS. ELECTRONICS, INC. (DE)
KRATOS COMMUNICATIONS, INC.
KRATOS INTEGRAL HOLDINGS, LLC
KRATOS TECHNOLOGY & TRAINING SOLUTIONS, INC.
KRATOS UNMANNED AERIAL SYSTEMS, INC.
MICRO SYSTEMS, INC.
SAT CORPORATION
SECUREINFO CORPORATION

By: 
Name: *Deanna H. Lund*
Title: *EVP, CFO*

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name: Jane Schweiger

Title: Vice President

[Collateral Agent Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006218 FRAME: 0562

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

(see attached)

U.S. AND FOREIGN TRADEMARKS AND APPLICATIONS

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
U.S.	KRATOS	3,623,711	5/19/09
U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	3,715,806	11/24/09
U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	3,664,225	8/4/09
U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	3,785,199	5/4/10
U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	3,592,181	3/17/09
U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	3,592,182	3/17/09
U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS and Design	3,627,791	5/26/09
U.S.	KRATOS and Design	3,640,405	6/16/09
U.S.	FROM STRENGTH TO SUCCESS	3,623,755	5/19/09
U.S.	KRATOS DEFENSE	3,640,404	6/16/09
U.S.	KRATOS	3,983,805	6/28/11
U.S.	KRATOS INTEGRAL SYSTEMS INTERNATIONAL	4,269,259	1/1/13
U.S.	CYBERC4	4,898,840	2/9/16
U.S.	LUMISTAR and Design	4,337,948	5/21/13

KRATOS TECHNOLOGY & TRAINING SOLUTIONS, INC.

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
CTM	SPECTRALNET	012024634	12/26/13
CTM	EPOCH	12797957	9/9/14
CTM	EPOCH IPS	12798047	9/9/14
CTM	EPOCH T&C	12797999	9/9/14
U.S.	EPOCH	4,474,718	1/28/14
U.S.	EPOCH IPS	4,477,628	2/4/14
U.S.	EPOCH T&C	4,477,629	2/4/14
U.S.	QUANTUMCMD	4,765,022	6/30/15
U.S.	QUANTUM COMMAND	4,863,590	12/1/15
U.S.	SPECTRALNET	4,765,070	6/30/15

SECUREINFO CORPORATION

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
CTM	SECUREINFO and Design	4385357	6/16/06
U.S.	SECUREINFO	2,970,216	7/19/05
U.S.	SECUREINFO RMS	3,494,758	9/2/08
U.S.	SECUREINFO THE INFORMATION ASSURANCE EXPERTS and Design	3,494,757	9/2/08

CHARLESTON MARINE CONTAINERS, INC.

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
U.S.	TRICOLD	3,123,564	8/1/06
U.S.	LSA	2,854,549	6/15/04

HENRY BROS. ELECTRONICS, INC.

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
U.S.	HBE	3,103,708	6/13/06
U.S.	HBE and Design	4,285,247	2/5/13

KRATOS INTEGRAL HOLDINGS, LLC.

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
U.S.	COMPASS and Design	4,442,102	12/3/13
U.S.	SATID	2,718,505	5/27/03
U.S.	ABE	2,408,731	11/28/00
U.S.	RT LOGIC and Design	4,034,045	10/4/11
U.S.	RT LOGIC and Design	5,240,617	7/11/17
U.S.	RT LOGIC	4,185,208	8/7/12
U.S.	TELEMETRIX	2,603,866	8/6/02
U.S.	WEBIC	3993807	7/12/11
U.S.	INTEGRAL SYSTEMS and Design	4,034,314	10/4/11

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
U.S.	TRUE NORTH and Color Design	4,059,075	11/22/11
CTM	INTEGRAL SYSTEMS and Design	10045052	11/15/11
CTM	RT LOGIC and Design	10044981	11/15/11
CTM	COMPASS and Design	10044964	11/15/11
CTM	TRUE NORTH and Color Design	10072023	12/13/11
CTM	WEBIC	10045061	11/15/11
Singapore	SATID	T0100710J	9/27/00
Singapore	SATID	T0100711I	9/27/00
UK	SATID	2246672	3/30/01

SAT CORPORATION

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
U.S.	MONICS	2,673,042	1/7/03
U.S.	SAT-DSA	3,597,999	3/31/09
U.S.	SIGMON	2,727,623	6/17/03

KRATOS UNMANNED AERIAL SYSTEMS, INC. (f/k/a COMPOSITE ENGINEERING, INC.)

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
U.S.	CEI	4,342,498	5/28/13
U.S.	CEI and Design	4,566,219	7/15/14
U.S.	CEI and Design	4,446,261	12/10/13
U.S.	COMPOSITE ENGINEERING INC.	4,357,228	6/25/13
Australia	CEI and Design	1519035	10/10/12
Indonesia	CEI and Design	IDM000466504	3/25/15
Indonesia	CEI and Design	IDM00046651	3/25/15
Japan	CEI and Design	5625198	10/25/13
Malaysia	CEI and Design	2012057968	10/11/12
Malaysia	CEI and Design	2012057965	9/10/13
S. Korea	CEI and Design	41-0266372	8/16/13
Taiwan	CEI and Design	1664305	9/1/14
Thailand	CEI and Design	Kor384861	9/8/14
Thailand	CEI and Design	Bor62587	7/3/14
Thailand	CEI and Design	Bor62588	10/10/22
Thailand	CEI and Design	Bor62589	10/10/22

AI METRIX, INC.

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
U.S.	DOPPLER VUE	2,867,365	7/27/04
U.S.	Design	3,170,480	11/14/06
U.S.	NEURALSTAR	3,170,447	11/14/06

MICRO SYSTEMS, INC.

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
U.S.	M-PAK	86/790,953	10/16/15
U.S.	M-PAK DRIVERLESS TECHNOLOGY and Design	86/790,988	10/16/15
U.S.	WOLF-PAK	86/969,817	4/8/16
U.S.	AIR, LAND, AND SEA WOLF-PAK SWARMING TECHNOLOGY and Design	86/969,692	4/8/16

GENERAL MICROWAVE CORPORATION

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
U.S.	RF RADIATION BADGE & design	1,883,355	3/14/93
U.S.	RAHAM	1,313,267	1/8/85
U.S.	GENERAL MICROWAVE	787,130	3/23/65

KRATOS COMMUNICATIONS, INC. (f/k/a NEWPOINT TECHNOLOGIES, INC.)

Country	Mark	Reg. No. (or Serial No.)	Issue Date (or Filing Date)
U.S.	NEWPOINT	2328161	3/14/00
U.S.	NEWPOINT COMPASS	2325495	3/7/00
U.S.	NEWPOINT AND DESIGN	2328160	3/14/00

TRADEMARK

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